

SPENCER MUNICIPAL HOSPITAL / MINNESOTA
NURSES ASSN.

2006 – 2009

CONTRACT AGREEMENT

between

SPENCER MUNICIPAL HOSPITAL
Spencer, IA

Registered Nurses

and

MINNESOTA NURSES ASSOCIATION

TABLE OF CONTENTS

Job Classifications	1
Grievance Procedure	2
Hours of Work.....	3
Paid Time Off (PTO)	4
Seniority	5
Vacancy and Transfer Procedure	5
Health and Safety	5
Education.....	6
Evaluation Procedure	6
Staff Reduction	6
Insurance.....	7
Premium Pay for Overtime and Holidays	7
Premium Pay for Differentials	8
Supplemental Premium Pay.....	8
Wages	9
Leaves of Absence	11
None Mandatory Deductions & Floating.....	11
Jury Duty	11
Funeral Leave.....	11
Association Activities	12
ACLS Requirements	12
Dues Deduction	12
Termination of Employment	13
Memorandum of Agreement – Labor Management Committee.....	14
Appendix A – Hospital Problem Solving and Conflict Resolution Policy	15

Appendix B – PTO Policy.....	16
Appendix C – Positive Performance Policy	19
Attachment A – Definitions for Positive Performance Program Policy	23
Appendix D – Recognized Certification Programs.....	25
Appendix E – Group Incentive Plan	27

PREAMBLE

The Spencer Municipal Hospital ("Hospital") and the Spencer Municipal Nurses Association ("Association") enter into this agreement, which shall control the specific items set forth in the agreement.

The Minnesota Nurses Association will be the sole representative of all registered professional staff nurses employed as general duty staff and charge nurses in a non-supervisory status as defined by the Iowa Public Employment Relations Board (PERB).

Registered Nurses who voluntarily choose to become members of the Association shall have the right to participate in the election of representatives and are eligible to vote on tentative contract agreements.

Membership will be extended without regard to age, race, sex, religion, national origin, or physical disability as defined by law.

ARTICLE 1 JOB CLASSIFICATIONS

- 1.1 A full-time Registered Nurse is an employee who is normally scheduled to work forty (40) hours in a week or eighty (80) hours in a pay period. Registered Nurses who work (72) hours per pay period are also considered full-time employees for health insurance benefits only. Other benefits such as PTO and LTD are based upon actual hours worked.
- 1.2 A part-time Registered Nurse is an employee who has completed the probationary period of ninety (90) days and is regularly scheduled by the Hospital to work at least forty (40) but not seventy-two (72) hours per pay period.
- 1.3 A probationary Registered Nurse is a newly-hired employee who has not completed continuous service with the Hospital of over ninety (90) days.
- 1.4 A PRN Registered Nurse is an employee who has completed the probationary period of ninety (90) days but who is not regularly scheduled to work forty (40) hours per pay period, but does work one hundred ninety-two (192) hours per year (figured on a rolling 12 month basis), which includes one holiday. For the first year of a nurse's employment at the Hospital, the one hundred ninety-two (192) hour requirement will be pro-rated based upon the nurse's date of hire.
- 1.5 A temporary Registered Nurse is a person employed by the Hospital for a specific project or position for a temporary period and is not included in the bargaining unit and does not have rights under this contract.
- 1.6 A Weekend Package Registered Nurse is an employee who is routinely scheduled to work 42 of 52 weekends per calendar year (January – December). Shifts will consist of three 12-hour shifts on Friday, Saturday, and Sunday; two 12-hour day or night shifts on Saturday and Sunday; or two 12-hour night shifts on Friday and Saturday.

ARTICLE 2 GRIEVANCE PROCEDURE

- 2.1 The Hospital's Problem Solving and Conflict Resolution Policy (House Rule #1) will be used to resolve work-related problems or issues, including discipline, that are not a part of the specific provisions of this agreement. Inclusion of the House Rule in this contract is for informational purposes only. Furthermore, the House Rule and the problems and/or issues it is used to resolve that are not related to the specific provisions of this agreement are not subject to the grievance and arbitration provisions of Article 2.
- 2.2 The purpose of this article is to provide an orderly procedure for the prompt resolution of a claimed grievance at the lowest level. A grievance is a complaint that there has been a violation, misinterpretation, or misapplication of any of the specific provisions of this agreement.
- 2.3 Any dispute arising out of the application, interpretation, or alleged violation of a specific term or terms of this agreement shall be resolved by the parties as follows:

Step 1: Within seven (7) business days (Monday through Friday) of the occurrence giving rise to the dispute or within seven (7) business days of when the Registered Nurse knew or should have known of the occurrence giving rise to the dispute, the Registered Nurse ("grievant") shall attempt to resolve the grievance informally by requesting a meeting with his or her Nurse Manager to discuss the matter. The meeting shall take place as soon as practicable. The Nurse Manager will answer the grievance orally within seven (7) business days of its presentation. Nurses may elect to file a House Rule at the same time as a grievance is filed. If a House Rule is filed, the grievance shall be placed on hold until the conclusion of the House Rule process. If the House Rule process does not resolve the issue to the satisfaction of the nurse, the nurse may submit the grievance to Step Two within seven (7) business days of the conclusion of the House Rule process.

Step 2: If the grievance is not resolved in Step 1, the grievant may proceed by reducing the grievance to writing and submitting it to the Vice President of Patient Care Services within seven (7) business days after receipt of the immediate Nurse Manager's oral answer. A written answer shall be provided in ten (10) business days.

Step 3: If the grievance remains unresolved in Step 2, the grievant may submit the grievance to the Hospital C.E.O. within ten (10) business days of receipt of the answer in Step 2. A written answer will be provided in ten (10) business days of the receipt of the written Step 3 grievance.

Step 4: If the grievance is not resolved in Step 3, the Association may submit the grievance to arbitration within ten (10) business days of receipt of the answer.

- 2.4 In the event the grievant requests arbitration, the parties shall attempt to agree upon a neutral arbitrator. If the parties cannot agree upon an arbitrator within fourteen (14) business days following receipt of the request for arbitration, either party may request the Iowa Public Employment Relations Board to submit a panel of five (5) arbitrators who have arbitration experience appropriate to the issue in dispute. The parties shall alternately strike the names of arbitrators on the panel until one (1) remains. This person shall be the designated arbitrator.

- 2.5 The arbitrator shall have no authority to amend, modify, nullify, ignore, add to, or subtract from the express provisions of this agreement. The arbitrator shall confine his or her decision to a determination based on the evidence presented at the arbitration hearing. Within that authority, the decision of the arbitrator shall be in writing and shall be final and binding on the Hospital, the Association, and the Registered Nurse(s).
- 2.6 The expenses of the arbitrator and the expenses incidental to the arbitration hearing shall be shared equally by the Hospital and the Association; however, each party shall be responsible for the expense of its own attorney and any other representative participating in the arbitration.
- 2.7 In any discussion or meeting under this Article, the Registered Nurse shall have the right to attend and to have a representative of the Association present, but such presence shall not be required.
- 2.8 Failure of the grievant to act on any grievance within the prescribed time limits shall constitute a permanent waiver and bar such grievance from further consideration. The failure of the Nurse Manager or appropriate Administrator to give an answer within the time limits shall permit the grievant to proceed to the next step. All time limits set forth in this Article may be extended by mutual written agreement of the Hospital and the grievant and/or Association.
- 2.9 Probationary Registered Nurses may not file grievances, but may use the House Rule to address issues.

ARTICLE 3 HOURS OF WORK

- 3.1 The basic work period shall be either thirty-six (36) hours, to be worked in three (3) twelve (12) hour shifts or forty (40) hours, to be worked in five (5) eight (8) hour shifts, or a combination of eight (8), ten (10), and twelve (12) hour shifts. Nurse Managers in individual departments may institute alternative work periods based on the needs of the area. Hourly shifts will not be changed for arbitrary or capricious reasons.
- 3.2 The work period shall commence Sunday and run through Saturday. The starting and ending times of the shifts and assignment to the shifts shall be set by the Hospital administration, following communication with the affected RNs. Any change in the starting and ending times of shifts and assignments to the shifts will not be for arbitrary or capricious reasons.
- 3.3 Registered Nurses shall not be required to work more than alternate weekends (with the exception of Weekend Package RNs).
- 3.4 Registered Nurses shall not be required to work more than two different shifts (days, evenings, and nights) per posted schedule unless mutually agreed upon by the Registered Nurse and the Hospital. The Hospital agrees to equally distribute off shifts among rotating Registered Nurses, to the extent practical.
- 3.5 Each Registered Nurse on duty shall have a paid fifteen (15) minute break each four (4) hours, unless that break interferes with patient care. In a shift of twelve (12) hours or more, breaks shall consist of two (2) fifteen (15) minute breaks and one (1) unpaid thirty (30) minute meal break. There shall be a thirty (30) minute unpaid meal break if the shift is six and one quarter (6¼) hours or more.

- 3.6 Registered Nurses requesting time off for a full or partial scheduled shift may utilize PRN staff as a replacement if approved by the nurse manager.
- 3.7 The time schedule shall be posted two (2) weeks in advance. Each time schedule shall cover a six (6) week period. Requests for scheduling of specific hours or specific time off shall be given to the Nurse Manager three (3) weeks in advance of posting of the schedule. Reasonable consideration will be given these requests. Changes made after the schedule has been posted must be mutually agreeable between the Hospital and affected Registered Nurse.
- 3.8 When possible, except in certain contract or specialty circumstances, the Hospital will make every effort to deduct agency RNs before staff nurses.
- 3.9 Nurse Managers in individual departments shall develop guidelines for deducts that are fair and consistent.
- 3.10 Nurse Managers or designees shall float qualified Registered Nurses, if needed, to other areas prior to being deducted.
- 3.11 A Registered Nurse who works eighteen (18) consecutive hours will not be required to return to work with less than an eight (8) hour break.

ARTICLE 4 PAID TIME OFF (PTO)

- 4.1 Part-time and full-time Registered Nurses shall accrue PTO time commencing with their first day of employment and are eligible to use PTO after three (3) months of employment. PTO time may be used for holidays and deducts in the first three (3) months of employment. Paid time off shall be utilized for all time away from the work place unless time off results from a deduct day, being placed on call, or trading hours with other personnel. In those three cases, use of PTO shall be at the Registered Nurse's discretion.
- 4.2 The number of PTO hours/days shall accrue according to the following schedule:

	<u>PTO Accrual</u>	<u>Maximum Accrual</u>		<u>Accumulation Rate</u>	
	<u>Hours/Years</u>	<u>Days</u>	<u>Hours</u>	<u>Days</u>	
0 - 4 Years	176	22	308	38.5	.084615/hour
5 - 9 Years	216	27	378	47.25	.103846/hour
10+ Years	248	31	434	54.25	.11923/hour

- 4.3 PTO accumulation is on the basis of hours worked, to a maximum of eighty (80) hours in a pay period counting toward PTO accumulation. Full-time and part-time Registered Nurses shall continue to accrue PTO during low census, low census on-call time, and PTO days.
- 4.4 Hospital reserves the right to schedule vacations in order to assure proper and adequate patient care. A Registered Nurse wishing to change a vacation schedule should make the request known to the nurse manager prior to the posting of the work schedule for the time when the vacation will be taken. Requests for vacation schedule changes after the posting will be accommodated if schedule changes and assignments will not affect patient care.

- 4.5 For additional information on PTO, see the Hospital PTO policy in Appendix B of this contract.

ARTICLE 5 SENIORITY

- 5.1 Seniority is defined as the length of time a Registered Nurse has been continuously employed by the Hospital from the last date of hire on a full-time or part-time basis.
- 5.2 Seniority shall continue to accumulate during approved leaves of absence and in the event of staff reductions for six (6) months from the date of separation.
- 5.3 Seniority shall end upon termination of employment..

ARTICLE 6 VACANCY AND TRANSFER PROCEDURE

- 6.1 Vacancies in positions as defined in Article 1.1 and 1.2 shall be posted (with date of posting) for five (5) business days. Advertising and interviews may occur at the option of management during this five- (5) day period. The notice requirements of this position may be waived if a position becomes vacant due to unforeseen circumstances or staffing needs require immediate replacement. Registered Nurses working in the unit may apply, in writing, for a vacancy as soon as they learn of it, even if that is prior to posting.
- 6.2 If more than one (1) Registered Nurse applies for such vacancy, the position will be filled on the basis of the professional abilities, qualifications, and work record of such applicants as relevant to the vacant position; and if they are equal, selection will be made on the basis of the seniority of applicants as delineated in this contract.
- 6.3 Registered Nurses who apply for and are approved by the Hospital for transfers or promotions shall be moved to the new position when possible within thirty (30) days. The Vice-President of Patient Care Services must approve extensions beyond 30 days.

ARTICLE 7 HEALTH AND SAFETY

- 7.1 Registered Nurses shall successfully complete the mandatory safety activities as set forth by the administration or be subject to discipline or discharge. Mandatory safety activities shall be either posted or provided for each Registered Nurse covered by this agreement.
- 7.2 The Hospital shall make provisions for the health and safety of all Registered Nurses covered by this agreement. The Association and Registered Nurses will extend their cooperation to the Hospital in maintaining Hospital policies, rules, and regulations pertaining to health and safety. Registered nurses shall promptly report any unsafe conditions to their immediate supervisor.

ARTICLE 8 EDUCATION

- 8.1 Registered Nurses must successfully complete the mandatory educational activities as set forth by the administration or be subject to discipline or discharge. All mandatory educational activities shall be either posted or notice provided for each Registered Nurse covered by this agreement.
- 8.2 In-service training shall continue to be offered by the Hospital on topics to enhance patient care.
- 8.3 Eight (8) hours will be paid for continuing education units per calendar year.

ARTICLE 9 EVALUATION PROCEDURE

- 9.1 Registered Nurses shall be evaluated by their Nurse Manager or designee after the first three (3) months of employment and thereafter annually. In addition, continuing Registered Nurses who are transferred shall be evaluated three (3) months after the transfer.
- 9.2 These evaluations shall be conducted in writing on evaluation forms adopted by the administration of the Hospital.
- 9.3 A conference to review the evaluation shall be conducted within fifteen (15) calendar days after completion of the evaluation at a time mutually agreed to between the Registered Nurse and the evaluator. A copy shall be furnished to the RN at this time.
- 9.4 The Registered Nurse shall sign the evaluation to acknowledge receipt of it. A signature does not necessarily indicate agreement with the content.
- 9.5 The Registered Nurse shall have a right to respond in writing to any comments in the evaluation, and that response shall be attached to and maintained with the written evaluation.

ARTICLE 10 STAFF REDUCTION

- 10.1 If, in the opinion of the administration, it is necessary for a reduction in staff, the procedure set forth below shall apply.
- 10.2 Probationary Registered Nurses shall first be subject to reduction unless the reduction of probationary Registered Nurses is detrimental to patient care. PRN Registered Nurses shall next be subject to reduction.
- 10.3 Any further reductions shall be upon the recommendation of the Vice President of Patient Care Services, taking into account the relative skill and abilities of the remaining Registered Nurses to do the required work. Where skill and ability are determined to be equal, seniority as defined in this contract shall control.
- 10.4 In the event there is an opening in a different department and if a Registered Nurse is qualified for the position, the Registered Nurse shall be considered for the position.

ARTICLE 11 INSURANCE

- 11.1 A voluntary dental and self-funded health insurance program is available, which is effective on the first day of the month following a thirty- (30) day waiting period for the insurance. The Hospital will provide a portion of the health insurance premium payments pursuant to the actual and anticipated plan costs.
- 11.2 A short-term disability policy shall be provided which begins paying following a twenty-four (24) hour waiting period. This coverage is available after one (1) year (365 days) of continuous employment in a benefit-eligible status (regular part-time or regular full-time).
- 11.3 Term life insurance shall be provided by the Hospital in an amount equal to the annual base salary, not including differentials. Registered Nurses are allowed to purchase additional term life insurance in one thousand dollar increments up to an additional two (2) times their annual base salary, without including differentials, to a total of three (3) times their annual base salary. This additional purchase is subject to underwriter approval.
- 11.4 Following ninety (90) days of employment, Registered Nurses shall be provided life and LTD insurance programs.
- 11.5 Coverages for each insurance shall be selected by the administration.
- 11.6 Registered Nurses enrolled in the Bonus Sick Program shall have the option of continuing in that program as long as criteria are met.
- 11.7 Registered Nurses who are on the Hospital's health plan shall be provided, at no cost, annual physical exams or wellness screening after the first year of employment. Registered Nurses not on the Hospital's health plan shall be provided this benefit every 4 years.
- 11.8 Registered Nurses working less than forty (40) hours per pay period, Registered Nurses working the weekend package, and PRN Registered Nurses shall not be eligible for insurance benefits, PTO, or short-term disability plan.

ARTICLE 12 PREMIUM PAY FOR OVERTIME AND HOLIDAYS

- 12.1 Overtime shall be paid at the rate of time and a half for hours over forty (40) in a workweek. Time and a half shall be paid for the seven (7) holidays, including Christmas, New Year's Day, Easter Sunday, Memorial Day, Fourth of July, Labor Day, and Thanksgiving. Holiday periods shall be a twenty-four and one-half (24½) hour period, commencing at 10:45 P.M. on the day prior to the holiday and ending at 11:15 P.M. on the holiday. For Christmas Day and New Year's Day, the holiday shall commence at 2:30 P.M. on the day prior to the holiday and end at 11:15 P.M. on the day of the holiday.
- 12.2 Surgery unit Registered Nurses shall receive time and one half (1 ½) pay for hours over their regularly scheduled shift. Nurses employed on or before June 30, 2002, shall receive this benefit until they terminate, are transferred, or are reassigned. Nurses hired or transferred after July 1, 2002, shall not receive this benefit.

- 12.3 Overtime (except for incidental overtime) shall require supervisor approval prior to it being worked.

ARTICLE 13 PREMIUM PAY FOR DIFFERENTIALS

- 13.1 Shift differentials shall be paid as follows:
- A. 2:30 p.m. to 11:00 p.m. shift - one dollar and fifteen cents (\$1.15) per hour
 - B. 11:00 p.m. to 7:15 a.m. shift - one dollar and sixty cents (\$1.60) per hour
 - C. Seventy-five (75¢) cents per hour for all weekend shifts
- 13.2 If a Registered Nurse works four (4) hours of a shift, the differential is paid for all hours worked within the differential periods set out above.
- 13.3 Any Registered Nurse assigned as an acting Charge Nurse in the absence of the Nurse Manager or Assistant Nurse Manager shall receive a differential of one dollar and twenty five cents (\$1.25) an hour in addition to the regular rate.

ARTICLE 14 SUPPLEMENTAL PREMIUM PAY

- 14.1 If O.R. and P.A.R. Registered Nurses are on call after completing a shift, the Registered Nurse shall be paid time and a half for hours worked after being called back, plus one-half hour travel time. Home Health Registered Nurses shall receive time and a half on callback. Callback for O.R., P.A.R., and Home Health Registered Nurses is for emergency or unplanned work. The Registered Nurse shall be paid a minimum of two hours at the overtime rate for any call back from scheduled call. If there is a need to call in additional O.R. nurses beyond the first call team, the additional nurses will be paid time and one-half for each hour worked after being called, plus one-half hour travel time, with a minimum guarantee of two hours at the overtime rate.
- 14.2 Registered Nurses working a full double, i.e., two eight-hour shifts, shall be paid a premium equal to fifty percent (50%) of base rate for a complete second shift. In contrast, working four (4) hours beyond a twelve- (12) hour shift does not qualify for double shift pay.
- 14.3 On-call or stand-by (deduct on-call) time is assigned by the Nurse Manager or designee.
- 14.4 Registered Nurses who are routinely assigned "mandatory call" shall receive two dollars (\$2.00) per hour. Mandatory Call Pay will be paid for the entire period of call and shall continue during actual hours worked if called back to the hospital. Registered Nurses on mandatory call are eligible for travel time and the call back guarantee as outlined in the "On-call Policy". PTO hours do not accrue during mandatory on call hours. (This article applies to those positions in which call is specifically included in the six week schedule.)

- 14.5 Registered Nurses who are placed on "short notice call" shall receive two dollars (\$2.00) per hour. Short Notice Call occurs when a Registered Nurse is voluntarily placed on call in the event of a low census situation. Short Notice Call will be paid for the entire period of call and shall continue during actual hours worked if called back to the hospital. Registered Nurses on Short Notice Call are not eligible for travel time or the call back guarantee. PTO hours shall be accrued during Short Notice Call hours.
- 14.6 Registered Nurses who are placed on "Immediate Response Call" shall receive five dollars and fifty cents (\$5.50) per hour. Immediate Response Call occurs when a Registered Nurse is placed on call but required to respond to a call within 5 minutes. Immediate Response Call will be paid for the entire period of call but shall be discontinued during actual hours of work after being called back to the department. PTO hours shall be accrued if Immediate Response Call is replacing a scheduled shift due to low census. In the event the Registered Nurse is required to remain in the department, their regular hourly rate shall apply.
- 14.7 The weekend shall commence at 6:45 A.M. Saturday and run until 7:15 A.M. Monday.
- 14.8 If full-time or part-time Registered Nurses are assigned by the Hospital to work an additional weekend shift beyond the normal schedule adopted in each unit, the pay will be increased for the additional weekend by a premium payment of five dollars (\$5.00) per hour.
- 14.9 The administration of the Hospital will assign work based on the census of the Hospital in each particular unit.
- 14.10 Mileage reimbursement shall be at the applicable IRS rate. Mileage and callback time for Home Health Registered Nurses shall be from the Registered Nurse's residence to the patient's home and back.
- 14.11 Registered Nurses required by the Hospital to attend meetings shall be paid wages while attending these meetings. Differentials shall not apply.
- 14.12 The Hospital may unilaterally implement enhancements to wages or benefits during the term of the contract. If an enhancement is implemented, the cost of the enhancement shall be included as part of the cost of the hospital's bargaining position in the subsequent contract negotiations. The Hospital agrees that as long as the Hospital and the Association are involved in Interest Based Collaboration (IBC), enhancements to wages or benefits during the term of the contract will be subject to negotiation through the IBC process.

ARTICLE 15 WAGES

- 15.1 Effective the beginning of the pay period that includes July 1, 2006, the wage range for Registered Nurses shall start at \$ \$18.59 per hour, with a top wage of \$25.05 per hour. (The wage range for Weekend Package Nurses shall be 33% higher than that of the non-weekend package range.) New hires will be placed between the starting wage and the top wage based on experience and recruiting needs at the Hospital.
- 15.2 Effective the beginning of the pay period that includes July 1, 2006, all Registered Nurses will receive an increase to base salary between 3.3% and 7.3%, with an average

increase of 5.3%. Individual wage rates are contained in a document maintained in Human Resources, the offices of the Minnesota Nurses Association, and by the Spencer Municipal Nurses Association.

- 15.3 Effective the beginning of the pay period that includes July 1, 2006, each Registered Nurse with twelve (12) months of continuous service at Spencer Hospital in a regular full-time, regular part-time, or casual part-time position will continue to receive an additional six cents (6¢) per hour as a Professional Training Premium.
- 15.4 All Registered Nurses providing documentation of a BSN degree will have his/her hourly base rate increased by 3%, effective the first day of the first pay period following receipt of documentation.
- 15.5 All Registered Nurses who currently hold certification(s) from a recognized and reputable national nursing specialty organization that require extra studies and sitting for an examination shall have his or her hourly base rate increased by 1%. To receive this increase, the nurse shall provide the Vice President of Patient Care Services a copy of certification and be working in a unit where the certification is relevant to duties and responsibilities of the position. The increase shall be paid to the nurse for the length of certification, or while applicable to duties, effective the first day of the first pay period following receipt of documentation. (The reputable and recognized national nursing specialty organization will be approved after being reviewed by the Vice President of Patient Care Services and the Clinical Quality Specialist.) Appendix D contains the list in effect as of July 1, 2006. This list may be modified at any time by the Hospital, in conjunction with the Minnesota Nurses Association, and upon mutual consent.
- 15.6 Registered Nurses previously hired under the conditions of the Evening/Night Incentive Program shall continue to work and be paid under the terms and conditions agreed upon. This program shall not apply to new hires but shall continue under the past practice.
- 15.7 Registered Nurses are eligible to participate in the Group Incentive Plan on the same basis as other hospital employees as that plan may exist and be changed from time to time. (The fiscal year 2006 plan is attached as Appendix E.)
- 15.8 Effective the beginning of the pay period that includes July 1, 2006, the Hospital shall offer an "instructor incentive" of an additional six dollars (\$6) per hour for those Registered Nurses while instructing the following courses:
 - A. TNCC
 - B. ACLS
 - C. PALS
 - D. BLS
 - E. ENPC
 - F. NALS
 - G. NRP
 - H. CPI
 - I. EP
 - J. CDR
 - K. EFM

ARTICLE 16 LEAVES OF ABSENCE

- 16.1 A request for any leave of absence shall be submitted to the nurse managers at least thirty (30) days prior to the date of the requested leave. The Hospital will consider cases of emergencies, which preclude that notification.. Seniority will accrue during an approved leave of absence. When the employee is on an approved leave of absence, PTO time shall be reduced to zero. If the leave is under F.M.L.A. and/or STD, the RN may request payroll to save up to forty (40) hours of PTO prior to taking unpaid leave.
- 16.2 Registered Nurses returning from an approved leave of absence shall give the Hospital at least two (2) days notice of their intent to return to active employment prior to the termination of the approved leave. Registered Nurses returning to work will be assigned to their former position or to a comparable position if covered by F.M.L.A. These provisions are applicable so long as the return is within the leave time provided under F. M. L. A.

ARTICLE 17 NON-MANDATORY DEDUCTIONS & FLOATING

- 17.1 The Hospital agrees to eliminate mandatory deductions during periods of low census. In the event of a low census, the following steps will be followed:
- A. Employees will first be asked to consider taking a voluntary deduction.
 - B. In the event staff goals cannot be met through voluntary deductions, excess personnel will be assigned to other units for Float Orientation and/or be assigned to other work in accordance with the needs of the hospital.
- 17.2 Floating is mandatory during those times when one unit has inadequate help and another unit has resources to assign support. These assignments will be rotated equally among employees in a given unit. In the event that there is more than one unit with excessive staff, every attempt will be made to make equitable float assignments based on the needs of the hospital.

ARTICLE 18 JURY DUTY

- 18.1 Full-time and part-time Registered Nurses will be excused from work with pay for regularly scheduled work time in the service of the courts as jurors. It is imperative that Registered Nurses notify their supervisor immediately after they are informed of their jury duty responsibilities. The Hospital will compensate the Registered Nurses for regularly scheduled time spent in court at their straight hourly rate, up to budgeted hours per week.

ARTICLE 19 FUNERAL LEAVE

- 19.1 In the event of a death in a Registered Nurse's family, full-time, weekend package, part-time Registered Nurses will be granted paid leave as follows:

- A. Up to three scheduled days or a maximum of twenty-four (24) hours, whichever is less, for a Registered Nurse's spouse, parent, step-parent, children, stepchildren, siblings, and step-siblings.
 - B. Up to two scheduled days or a maximum of sixteen (16) hours, whichever is less, for a Registered Nurse's father-in-law, mother-in-law, brother-in-law, sister in-law, son-in-law, daughter-in-law, grandchild, and grandparent.
- 19.2 The paid days must be scheduled workdays within the seven (7) calendar days following the death of a family member. The paid days may or may not include the day of the funeral. A maximum of 24 hours time will be paid, regardless of the shift length scheduled to work. Additional time off may be taken if necessary and must be approved by the Registered Nurse's manager. Accumulated PTO must be used for additional time taken beyond the compensable 24 hours or 16 hours.

ARTICLE 20 ASSOCIATION ACTIVITIES

- 20.1 The Association may use nurse mailboxes for dissemination of notices of Association activity, as well as providing copies of this agreement.
- 20.2 The Hospital will include a "MNA Information Sheet" as part of the orientation packet for new Registered Nurses.
- 20.3 All e-mail communications regarding contract changes or clarifications will be jointly approved by the Hospital and the Association prior to dissemination.
- 20.4 The Association shall supply the Hospital with a listing of current officers and contact information annually.

ARTICLE 21 ACLS REQUIREMENTS

- 21.1 All new Registered Nurses will be required to be ACLS certified within twelve (12) months of employment. All currently employed Registered Nurses will be required to be ACLS certified within the next two (2) years.
- 21.2 Prior to the two (2) year requirement, the Hospital shall continue to offer a class to update those areas that are not routinely exposed to Code Blues. During that time, the Hospital shall develop a needs assessment and timeline for rolling out the training.

ARTICLE 22 DUES DEDUCTION

- 22.1 The Hospital agrees to deduct membership dues of Registered Nurses for the American Nurses Association, the Minnesota Nurses Association and the District Nurses Association from the salary of any Registered Nurse who executes an authorization form to be agreed upon by the Minnesota Nurses Association and the Hospital. Said dues shall be deducted in bi-weekly installments and authorizations, once filed with the Hospital, shall continue in effect until termination by the Registered Nurse. The Registered Nurse shall give at least thirty (30) days written notice of such withdrawal of authorization to the Hospital and the Minnesota Nurses Association.

- 22.2 The Hospital agrees to remit membership dues of Registered Nurses for the American Nurses Association, the Minnesota Nurses Association, and the District Nurses Association on a monthly basis to the Minnesota Nurses Association office.
- 22.3 Every month, the Hospital agrees to supply the bargaining unit chairperson and the Association with a current list of bargaining unit Registered Nurses.

ARTICLE 23
TERMINATION OF EMPLOYMENT

- 23.1 When discharging a RN, the Hospital shall provide written notice to the RN.
- 23.2 A Registered Nurse who is resigning employment with the Hospital must give at least four (4) weeks written notice to Nursing Administration.

This agreement shall become effective on the 1st day of July 2006 and remain in full force and effect until the 30th day of June 2009. Further, this agreement shall be re-opened for economic negotiations to be effective July 1, 2007, and July 1, 2008.

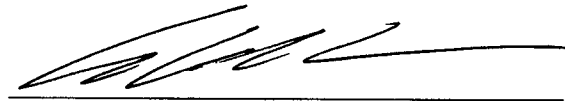
Executed in Spencer, Iowa, this 23 day of June 2006.

For Spencer Municipal Hospital



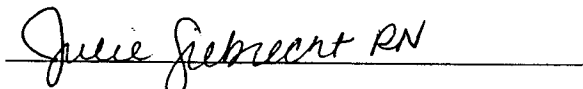
Doug Doorn, President/CEO
Spencer Municipal Hospital

For the Minnesota Nurses Association



Scott C. Kleckner
Staff Specialist, Labor Relations

For the Spencer Municipal Nurses
Association



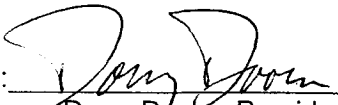
Julie Siebrecht, RN
President

Memorandum of Agreement

The parties agree to establish a Labor Management Committee. Meetings of the LMC will be held at a mutually agreeable time and date. Issues must go through the House Rules process prior to discussion at the Labor Management Committee.


The Hospital Administration and the Association will individually select committee members.

SPENCER MUNICIPAL HOSPITAL

By:  CEO gla
Doug Doorn, President/CEO

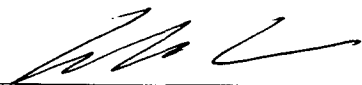
Date: 4/23/06

SPENCER MUNICIPAL NURSES ASSOCIATION

By:  RN
Julie Siebrecht, RN, President

Date: 7/17/06

MINNESOTA NURSES ASSOCIATION

By: 
Scott C. Kleckner, Staff Specialist, Labor Relations

Date: 6/30/06

APPENDIX A
HOSPITAL PROBLEM SOLVING AND CONFLICT RESOLUTION POLICY

The following Hospital policy is attached to this contract for information only and is not subject to the grievance and arbitration provisions of Article 2. Furthermore, this policy is subject to change/revision by the Hospital at any time.

Policy:

Problem solving will be handled in a consistent manner using the functional lines of authority of the hospital.

Procedure:

- A. The employee will bring their problem/issue to their immediate supervisor on a timely basis (immediately if possible).
- B. The employee must bring in writing a minimum of three proposed solutions when meeting with their supervisor.
- C. The supervisor/manager must provide an answer (preferably in writing) to the employee within five working days (or mutually agree on an extension of the five-day timeline).
- D. If the supervisor/manager does not respond within five working days or the agreed upon timeline, the employee may bring the problem/issue to the attention of the manager's direct report without the manager present. The employee must bring in writing a minimum of three proposed solutions to this meeting. (This process can continue to the level of the President/CEO.)
- E. If the supervisor/manager responds in a timely basis but the employee is not satisfied with the response, the employee can ask to meet with the manager and the manager's manager to discuss the problem/issue. (This process can continue to the level of the President/CEO).
- F. If the employee feels they cannot approach their manager because of real or imagined concerns of employment security, they may approach an employee of the Human Resources Department or bypass one or more management levels in the organization. The employee must understand, however, that the manager who was bypassed will eventually be invited to discuss the problem/issue with the employee and the manager's manager. Again, the employee should have a minimum of three proposed solutions when going to the next level.

APPENDIX B
PTO POLICY

The following Hospital policy is attached to this contract for information only and is not subject to the grievance and arbitration provisions of Article 2. Furthermore, this policy is subject to change/revision by the Hospital at any time.

Policy:

- A. Spencer Hospital offers a Paid Time Off (PTO) program to allow eligible employees the opportunity to take time away from work with pay. It is the intent of the PTO program to allow eligible employees greater flexibility in the use and application of paid absence from work while maintaining necessary and appropriate operation levels.
- B. All full-time and part-time probationary employees shall accrue PTO time during their first three (3) months of employment. PTO may be taken after the probationary period is completed. An exception shall be made for holidays and low census that fall within the three-month time frame. The probationary employee has the choice of using any accrued PTO or taking unpaid time off. For a worked holiday, an alternate PTO day may be taken within the same pay period.
- C. All full-time and part-time employees shall accrue PTO when using PTO hours. PTO shall not accrue on Short-term Disability (STD).
- D. Employees must use PTO to bring them up to their budgeted hours per week. An exception is allowed for low census and the waiting period prior to workers compensation commencing (when applicable).
- E. While efforts shall be made to give employees the PTO of their preference, PTO must be scheduled with their immediate supervisor. PTO requests must be submitted to supervisors prior to the posting of work schedules per department policies. Approval of PTO requests shall be subject to adequate staffing, the order in which requests are received, and consideration of past schedules.
- F. The following shall be consistent throughout the Hospital:
 - 1. Supervisors/Managers shall determine if PTO is "scheduled" or "unscheduled".
 - 2. PTO use is optional for "scheduled" absences beyond "budgeted" hours.
 - 3. PTO shall be used for all "unscheduled" absences except when the manager approves that part or all of the time be made up during that same week. Approval shall be made based upon the needs of the Hospital.
 - 4. All employees shall be filled to, but not exceed, budgeted hours unless a scheduled shift is missed. "Unscheduled" absences requiring mandatory PTO use or "scheduled" absences allowing optional PTO use may cause the employee to exceed budgeted hours.
 - 5. When an employee is out on FMLA leave or short-term disability, all PTO shall be exhausted unless the employee notifies payroll in advance of his/her decision to save 40 hours or less.
 - 6. PTO use is optional for low census.
 - 7. All PTO entered on the employee's timecard shall be paid in addition to the hours physically worked. Therefore, it is the employee's responsibility to notify his/her Supervisor/Director to "rescind" a "scheduled" PTO request before it is submitted for processing on the Monday preceding pay day.

8. Unused PTO shall only be reimbursed upon termination of full-time or part-time status. (see 'J')
9. Exempt salaried employees are required to be paid PTO in full-day increments, i.e. 8 hours, 16 hours, 24 hours, etc.

G. PTO hours shall be accrued based on the schedule listed in item 'H'. Both part-time and full-time employees shall accrue PTO based on hours paid, up to 80 hours per pay period. The number of days accrued shall vary based upon hours worked as defined in Attachment A. The days listed in the schedule below are assuming a full-time employee being paid 40 hours/week for 52 weeks. Years of service shall include all full-time and part-time years of service as long as there was no termination of service longer than 30 days between status changes. (An exception is granted when an employee is rehired within 90 days of exhausting their FMLA time due to their own medical condition.) PRN status is not considered a break in service, however; it is not included when computing years of service for PTO accrual.

H. The following schedule determines PTO accrued for staff personnel:

	PTO Accrual		Accrual/Hour	Maximum Accrual	
	Hours	Days		Hours	Days
0 – 4 years	176	22	.084615	308	38.5
5 – 9 years	216	27	.103846	378	47.25
10 + years	248	31	.11923	434	54.25

The following schedule determines PTO accrued for Department Managers:

	PTO Accrual		Accrual/Hour	Maximum Accrual	
	Hours	Days		Hours	Days
0 – 4 years	216	27	.103846	378	47.25
5 +	248	31	.11923	434	54.25

The following schedule determines PTO accrued for the President and Vice Presidents:

	PTO Accrual		Accrual/Hour	Maximum Accrual	
	Hours	Days		Hours	Days
0 + years	248	31	.11923	434	54.25

When the maximum number is obtained, no PTO shall be accrued until existing PTO is used and the balance is under the maximum accrual. PTO accrual shall be printed on paycheck stubs.

- I. PTO cannot be used in lieu of termination notice or notice of going PRN or casual part-time except for holidays and low census that fall within this period. Any other exceptions shall require the approval of a Vice President.
- J. PTO shall be available upon termination only if all the following conditions are met:
 - a. employee has completed twelve (12) months of service, and;
 - b. employee voluntarily terminated, is laid off, or changed to casual part-time or PRN status and;
 - c. proper notice is given. One month notice is required for all exempt employees as well as Directors, Assistant Directors, Supervisors/Coordinators, RNs (including all specialty RNs), Diagnostic Imaging Techs, Pharmacists, Respiratory Therapists, Radiation Therapists, Dieticians and Lab Techs. Two weeks notice is required for all other positions.

Equipment: N/A

Procedure: N/A

Documentation: PTO requests are to be submitted to and approved by the employee's Department Director.

Key Word Cross reference(s):

- A. Vacation time
- B. Sick time
- C. Personal time
- D. Holiday pay

Reference: N/A

Attachments:

- A. PTO Request Form

Originator(s): Human Resources and Payroll Departments

Signature(s):

Doug Doorn, President & CEO

Jason Harrington, VP of Operations

APPENDIX C
POSITIVE PERFORMANCE POLICY

Policy:

- A. Spencer Hospital Managers and Supervisors shall apply the principles, techniques, and procedures of Positive Performance, which focuses on developing and improving job performance while treating people as responsible adults. The Positive Performance system applies to all employees.
- B. The purpose of Positive Performance is to provide managers and supervisors with the tools needed to develop superior performance, address performance that does not meet expectations, and handle performance problems in a way that encourages individual responsibility for results. Building superior performance includes recognition, coaching, and counseling. Taking formal corrective action includes the first level reminder, second level reminder, and decision-making leave. (Refer to definitions in Attachment A.)
 - 1. First Level Reminder:
 - a. Before initiating a first level reminder, the supervisor should be reasonably sure that:
 - (i) the employee knows exactly what is expected;
 - (ii) the employee is adequately trained; and
 - (iii) there are no barriers beyond the employee's control which prevent the employee from doing the job properly.
 - b. The first level reminder is initiated by the supervisor for minor offenses or for performance that has not improved after coaching and/or informal conversations about the problem.
 - c. The supervisor, with the prior approval of the next level supervisor, initiates the first level reminder for minor offenses or for performance that has not improved after coaching and/or informal conversations about the problem.
 - d. A first level reminder is a formal, private conversation with the employee. Following the conversation, the supervisor summarizes the conversation in a memo.
 - e. There are no consequences to the employee if the problem is corrected at this level.
 - 2. Second Level Reminder:
 - a. Most first-time serious offenses or continued minor offenses which constitute a serious problem.
 - b. A second level reminder is a formal discussion between the supervisor and an employee held in private. A memo follows this discussion from the supervisor summarizing the conversation.
 - c. The employee's supervisor, with the prior approval of the next level supervisor, initiates the second level reminder for most first serious offenses or continued minor offenses which constitute a serious problem.
 - d. Employees given a second level reminder during the fiscal year
 - (i) are not eligible for tuition assistance or educational leave.
 - (ii) are not eligible for any bonuses or incentive program payments.
 - 3. Decision-Making Leave:

A decision-making leave is initiated by the employee's supervisor. Prior to implementation, the decision-making leave must be approved by the next level supervisor, the Vice President of Human Resources, and the CEO or his designee.

A decision-making leave is initiated for continued minor offenses, some first-time serious offenses, continued serious offenses, or some first-time major offenses. It is the final and most serious level of the formal corrective action process in Positive Performance.

It is a formal discussion between a supervisor and employee held in private.

1. Followed by a memo summarizing the conversation.
2. A one-day decision-making leave.

The purpose of the decision-making leave is to provide the employee with an opportunity to consider whether they are willing and able to correct the performance problems or to resign. As part of the decision-making leave, the employee is provided with paid time off to make a decision to:

1. commit to correcting the immediate problem and agree to perform every aspect of the job at an acceptable level; or
2. resign from employment.

Employees given a DML during the fiscal year:

1. are not eligible for tuition assistance or educational leave.
2. are not eligible for any bonuses or incentive program payments.

Probationary employees are not eligible for decision-making leave.

- C. Punitive measures such as demotions, suspensions, and terminations are not part of Positive Performance. However, this policy will in no way interfere with the "employment at will" principle and the right of the Hospital to transfer or terminate employees at any time with or without cause.
- D. Managers and Supervisors shall ensure that employees:
1. know what is expected of them
 2. receive training and continuing education to develop job skills
 3. receive feedback and coaching
 4. receive recognition for good work
 5. be advised about improvement opportunities; and
 6. be given a chance to correct problems before they become serious.
- E. Record Maintenance:
1. When formal corrective actions are given, the employee receives a copy of the memorandum and the original document will be placed in the employee's personnel file. Employees or their authorized representatives may obtain copies of any Positive Performance records concerning the employee upon request.
 2. Once an employee shows sustained performance improvement regarding an issue, the corrective action documentation will remain in the personnel file. However, it will only be used for documentary or statistical purposes and will not be used against the employee unless the employee establishes a pattern of repeatedly entering and exiting the formal corrective action process. In such instances, the employee may progress to a higher level of a formal corrective action than would normally be warranted for a new infraction.
 3. If there are no further performance problems within two years following a corrective action process, the employee may request that corrective action documentation be removed from his/her personnel file. Such removal requires approval of the manager, Director of Human Resources, and the CEO.

- F. **Employee Development Notes:**
1. Supervisors document important contacts with employees to discuss individual job performance. These performance contacts may include:
 - a. recognition of good performance;
 - b. performance coaching;
 - c. performance counseling;
 - d. first level reminder inactivation;
 - e. second level reminder inactivation;
 - f. decision-making leave inactivation.
 2. Supervisors may document performance contacts on the Employee Development form (Attachment B) or may create their own note format for this purpose. Notes on performance contacts must include:
 - a. employee's name;
 - b. date of the performance contact;
 - c. a brief description of the reason for the contact;
 - d. a brief summary of main issues discussed; and
 - e. a brief summary of any agreements or commitments made during the discussion relating to expectations.
 3. The supervisor documents performance contacts. They become part of the employee's personnel file. The supervisor retains copies only as long as they are current and useful.
- G. In addition to employee development notes, formal memoranda from the supervisor to the employee are required for performance contacts in which the following corrective actions are taken:
1. First level reminder;
 2. Second level reminder; and
 3. Decision-making leave.

Equipment: N/A

Procedure:

- A. In order to develop and maintain competent job performance, employees shall:
1. learn what is expected in the job, including what they are supposed to do and how well;
 2. develop job skills by attending and participating in orientation, training, and continuing education as required to perform up to standard;
 3. come to work as scheduled and perform the job as described in the position description and as instructed by the supervisor;
 4. inform the supervisor when performing the job well has negative consequences for employees or when there are barriers in the work environment that prevent performance at the desired level;
 5. seek feedback from the supervisor, participate in performance discussions, and improve job performance when needed; and
 6. work with the supervisor to identify and acquire tools, resources, and/or changes in the physical environment that would support better performance.
- B. When formal corrective actions are proposed, the Human Resources Manager and/or the Vice President of Human Resources shall:
1. review any documentation related to the need for proposed corrective actions, including the most recent performance evaluation, employee development notes,

- memoranda, examples of work products, and similar materials provided by the supervisor;
2. interview the supervisor to make sure the same work standards are applied consistently to all employees he or she supervises;
 3. review formal corrective actions taken by other supervisors for similar performance problems to ensure that similar situations are being treated reasonably alike throughout the hospital and that any exceptions are justified;
 4. provide guidance and technical assistance to supervisors and employees about performance problems;
 5. recommend approval or disapproval of proposed corrective actions, when appropriate;
 6. monitor improvement progress when formal corrective actions are taken; and
 7. maintain employee personnel files and prepare statistical reports as required.

Documentation:

- A. Employee development notes
- B. Witness statements
- C. Affidavits
- D. Investigative reports
- E. Formal memoranda of corrective actions

Key Words for Cross-Reference(s): Disciplinary guidelines

Reference: N/A

Attachments:

- A. Definitions for Positive Performance Program Policy
- B. Employee Development Notes

Originator: Michael Hansen, Administration

Signatures:

John Allen, President and CEO

Michael Hansen, Vice President of Human
Resources and Support Services

ATTACHMENT "A"

Definitions for Positive Performance Program Policy

Activate – To make active or begin an action.

Actual job performance – The job behavior that exists in fact or reality.

Attendance problems – All situations in which an employee is not on the job when scheduled. Examples include tardiness, unauthorized absence from work, malingering and other similar behaviors. Attendance is one of the three categories of performance problems in the Positive Performance Program.

Categories of performance problems – The hospital organizes all performance problems into three general categories: attendance problems, poor performance, and misconduct.

Corrective action – Action taken to solve a problem.

Decision-making leave – The final and most serious level of the formal corrective action process in Positive Performance. Decision-making leave is initiated by the supervisor for some first-time serious offenses, continued serious offenses, or some first-time major offenses.

Dismissal for cause – Involuntary separation from employment of a non-probationary employee for specific reasons.

Expected job performance – The job behavior necessary to meet established standards of performance.

Employee development notes – Notes kept by a supervisor to document important information about an employee's performance over a period of time, usually from one annual performance evaluation to the next. Originals are maintained in the Personnel File.

First level reminder – The first and least serious level of the formal corrective action process in Positive Performance. A first level reminder is initiated by the supervisor for minor offenses, usually when the employee does not improve performance after coaching and/or counseling.

Inactivate – To make inactive or to discontinue an action.

Probationary employee – An employee who has not yet completed the first 90 days of employment or re-employment with the hospital. It would also include an employee who has been given an extended probationary period beyond the 90 days.

Major offense – Acts that pose a definite, immediate, or serious threat to the operation of the hospital and/or to the safety and well-being of the individual, fellow employees, or patients.

Minor offense – Acts that do not involve issues of honesty; do not by themselves constitute a threat to the operation of the hospital; and/or do not pose a threat to the safety and well-being of the individual, fellow employees, or patients.

Misconduct – Behavior that violates the law or the hospital's policies, rules, or work standards. Examples include safety violations, insubordination, theft of hospital property, fighting, sleeping

on the job, and other similar behaviors. Misconduct is one of the three categories of performance problems in the Positive Performance Program.

Performance coaching – The guidance, instruction, and feedback given by a supervisor to an employee to communicate job expectations, develop job skills, and build superior performance on the job.

Performance counseling – An informal discussion held between the supervisor and employee to inform the employee of an emerging or minor performance discrepancy that should be addressed before it becomes a performance problem.

Performance problem – A difference or gap between expected job performance and actual job performance which is significant enough to warrant formal corrective action.

Performance recognition – Any action taken to acknowledge a substantial improvement in performance, satisfactory performance over an extended period of time, and/or performance above and beyond that normally required or expected.

Poor performance – Deficiencies in the quality or quantity of work expected from an employee. Examples include failure to meet deadlines, failure to achieve goals, excessive waste, and other similar behaviors. Poor performance is one of the three categories of performance problems in the Positive Performance Program.

Positive performance discussions – Discussions between the supervisor and employee about job performance.

Second level reminder – The second level of the formal corrective action process in Positive Performance. A second level reminder is initiated by the supervisor for most first-time serious offenses or continued minor offenses which constitute a serious problem.

Seriousness of offenses – The hospital organizes all performance problems into three categories of seriousness to facilitate the administration of formal corrective actions within the Positive Performance Program: minor offenses, serious offenses, and major offenses.

Serious offense – Acts that constitute a threat to the operations of the hospital; constitute a threat to the safety and well-being of the individual, fellow employees, or patients; and/or constitute a serious problem through continued minor offenses.

Supervisor – An employee who has the authority to do all or almost all of the following actions: hire, assign or reassign duties, evaluate performance, reward, discipline, approve leave requests, settle employee relations disputes, and terminate employment.

Triggering incident – The precipitating event or the event that caused the problem to occur.

APPENDIX D
RECOGNIZED CERTIFICATION PROGRAMS

ACCE - ASPO/Lamaze Certification in Childbirth Education

CARN - National League for Nursing Certification for Addictions Nursing

CCRN - American Association of Critical-Care Nurses
Adult Critical-Care Nursing
Neonatal Critical-Care Nursing
Pediatric Critical-Care Nursing

CDE - American Association of Diabetic Educators

CEN - Emergency Nurse Association

CFRN - Emergency Nurse Association Certification in Flight Nursing

CGRN - Society of Gastroenterology Nurses and Associates

CIC - Infection Control

CRNI - Intravenous Nurses Society

IBCLC - International Board of Lactation Consultants Examiners, Inc.

CHN - Nephrology Nursing Certification in Hemodialysis

CPDN - Nephrology Nursing Certification in Peritoneal Dialysis

CNN - American Nephrology Nurses Association

CNRN - American Association of Neuroscience Nurses

OCN - Oncology Nurses Society

CRNO - American Society Ophthalmic Registered Nurses

ONC - National Association Orthopedic Nurses

FAAPM - American Academy of Pain Management

CNOR - Association Operating Room Nurses

CPSN - American Society of Plastic and Reconstructive Surgical Nurses

CPAN - American Society of Post Anesthesia Nurses

CRRN - Association of Rehabilitation Nurses

CURN - American Board of Urologic Allied Health Professionals

CRNH - Certified Registered Nurse Hospice

NA - National Association

RNC - National certification corporation for the Obstetric, Gynecologic, and Neonatal Nursing Specialties
Inpatient Obstetric Nurse
Neonatal Intensive Care Nurse
Low-Risk Neonatal Nurse
Reproductive Endocrinology/Infertility Nurse
Ambulatory Women's Care Nurse
High-Risk Obstetric Nurse

Maternal Newborn Nurse

- C- American Nurses Association
- General Nursing Practice
- Perinatal Nurse
- High-Risk Perinatal Nurse
- Maternal-Child Nurse
- Pediatric Nurse
- Medical-Surgical Nurse
- Gerontological Nurse
- Psychiatric and Mental Health Nurse
- Adult Nurse Practitioner
- Cardiac Rehabilitation Nurse
- Home Health Nurse

The Hospital may agree to recognize the following or other certifications it agrees are applicable to an individual nurse's area of practice.

CRNA - Council on Certification of Nurse Anesthetists

CNM - Association of Certified Nurse Midwives

CPN AND CPNP - Certification Board of Pediatric Nurse Practitioners and Nurses

RNC - National certification corporation for the Obstetric, Gynecologic, and Neonatal Nursing Specialties

Women's Health Care Nurse Practitioner

Neonatal Nurse Practitioner

- C- American Nurses Association
- Pediatric Nurse Practitioner
- Gerontological Nurse Practitioner
- Clinical Specialist in Gerontological Nursing
- Clinical Specialist in Medical-Surgical Nursing
- Clinical Specialist in Adult Psychiatric Mental Health Nursing
- Clinical Specialist in Child and Adolescent Psychiatric and MH Nursing

NOTE: Most organizations on this list conduct their certification examinations through separately established boards or corporations. (The Hospital, in consultation with the Minnesota Nurses Association, may modify this list at any time upon mutual consent.)

APPENDIX E

FY 2006 GROUP INCENTIVE PLAN

The policies and procedures stated herein govern the administration of the hospital's Group Incentive Plan (hereafter "GIP" or "the plan").

Summary Description and Goals

The Plan provides lump-sum monetary awards to eligible employees based on the hospital's fiscal year performance. The principle goals of the plan are to:

- Achieve patient satisfaction that ranks Spencer Hospital in the 99th Percentile on the Press Ganey patient satisfaction scores.
- Encourage employee teamwork and align incentives that focus on improving patient and employee satisfaction (Satisfied employees are more likely to provide outstanding patient care).
- Increase the number of patients that choose Spencer Hospital for medical services. (Satisfied patients are more likely to choose Spencer Hospital in the future).
- Provide financial incentives for employees based on simple, objective and measurable criteria.
- Maintain and enhance the financial viability of the hospital.
- Attract and retain quality employees.

Participation and Eligibility

In order to participate in the Plan and receive an award, an individual:

- Must have worked as an employee of the hospital during the fiscal-year on which the awards are based.
- Must be an active employee on the date awards are paid.
- Must have no "Second Level Reminders" and/or "Decision Making Leaves" within the twelve months prior to the date awards are paid (see H.R. Policy: Positive Performance Program).
- Must not be delinquent in paying any moneys due to the hospital for any reason. Reasons for owing the hospital money would include but not be limited to: healthcare bills, insurance premiums, charges for pharmacy, gift shop, cafeteria, etc.

Funding Provisions

- See Addendum 'A'

Payment Provisions

GIP awards are paid in their entirety as soon as possible after the presentation of the final audit to the Board of directors. This presentation is typically scheduled at the October Board meeting but may vary from time to time. All payments are subject to all legally required withholdings. Payments may be made in the event that ineligibility would otherwise occur due to death or disability.

General Provisions

Spencer Hospital personnel are employed on an "at will" basis and nothing in this document is intended to be construed as a contract between the hospital and any employee. The plan remains in effect and renews on an annual basis unless discontinued or amended by the Hospital.

Addendum 'A'

Criteria to initiate the Group Incentive Plan:

The hospital has developed three criteria to be achieved to initiate the annual payment to employees of the Group incentive Plan. Those criteria are:

1. Days of cash on hand must be equal to or greater than 85 days. The "Days of Cash on Hand" statistic is computed consistent to the computation in the statistics presented to the Finance committee of the Board of Directors on a monthly basis and based on audited financial information.
2. Hospital operating margin must be equal to or greater than 5% before the expense of the GIP.
3. The Press Ganey patient satisfaction average mean score over the hospital fiscal year (July through June) must be equal to or greater than the mean score that corresponds with the 85th percentile rank of the Press Ganey database for the May quarter of the previous fiscal year.

Amount of the Group Incentive Plan payment:

The amount of the plan payment for staff employees will be **4%** of the employee's base hourly wage at the end of the fiscal year times the worked hours in the fiscal year. Pay categories included in worked hours include:

100 Regular pay	138 In House Low Census	200 Paid time off
110 Overtime	139 Mandatory Activity	210 Holiday (bonus sick EE's)
112 Double shift	140 CEU	220 Sick pay
115 Callbacks	145 Education	240 Work Comp – Light Duty
116 Callback Phone	150 Orientation	410 Emergency leave
120 Holiday worked	155 Orientation – OT	416 Investigatory leave
129 Clinical Mgmt	161 Special Projects	420 Military leave
131 Meetings	162 Special Projects – OT	430 Jury Duty

Note: PTO buy back hours are not included.

Criteria to calculate pool of dollars available for the Group Incentive Plan:

Note: A 100% payment would represent a payment of 4% for staff employees. The percentages below are added together to arrive at the total amount available, i.e. if the factors totaled 90% the staff would receive a 3.6% payment. The sum of the percentages cannot be greater than 100%.

Criteria:

2006	
------	--

Days of Cash on Hand:

=<85 days

0	
---	--

Profitability: Operating Margin

Below 5%

0	
---	--

=> 5% and < 6%

10%

=> 6% and < 7%

20%

=> 7% and < 8%

30%

=> 8% and < 9%

40%

=> 9

50%

Patient Satisfaction: Press Ganey – 12-Month Avg. Mean Score

Below 86.15

0	
---	--

=> 86.15 and < 86.60

30%

=> 86.60 and < 87.02

40%

=> 87.02

50%

Productivity: Paid Hours per statistic

0 change from previous year

0	
---	--

=> 0% and < 1%

10%

=> 1% and < 2%

20%

=> 2% and < 3%

30%

=> 3%

40%

Days of Cash, Profitability and overall Patient Satisfaction must meet minimum criteria to activate the Group Incentive Program.

The sum of the percentages cannot be greater than 100%